RP-2017-303227 07/07/2017 RP2 \$24,00

LOCKERIDGE FARMS HOMEOWNERS ASSOCIATION, INC. COMPREHENSIVE LEASING POLICY

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Effective Date: July 25, 2017

Lockeridge Farms Homeowners Association, Inc. ("Association") hereby implements the following Comprehensive Leasing Policy ("Policy") to govern all lease agreements of residences, including any lease renewals (hereinafter referred to as "Lease(s)"), within the Lockeridge Farms subdivision ("Subdivision"):

- 1. Minimum Terms. All Leases for residences within the Subdivision must be:
 - a. in writing;
 - b. twelve (12) month term or longer; and
 - c. subject to all dedicatory instruments of the Lockeridge Farms Homeowners Association, Inc., including but not limited to, the Declaration of Covenants, Conditions, and Restrictions ("Declaration"), By-Laws, and all other rules and regulations promulgated by the Board of Directors.
- 2. Entire Residence, Advertising Restrictions. All Leases must rent the entire residence; no partial rentals of homes are permitted. Owners are forbidden from using any service, whether in print, broadcast, hosted website, or otherwise, that advertises the partial rental (including AirBnB, VRBO and others). Owners may post one sign in the front yard advertising the rental, at the residence only, and nowhere else in the Subdivision. This restriction on partial rentals controls regardless of the nomenclature used to describe such arrangements, including any service provider's attempt to characterize the arrangement as "host and guest" or similar language. The Association considers such arrangements purely commercial in nature that constitute an impermissible use of the residence and a violation of the single-family requirement found in the Declaration.
- 3. <u>Transient/Hotel Leasing Forbidden</u>. No transient or hotel Leases are permitted. "Transient or hotel leasing" means leasing of a residence for singular and/or blocks of days less than the minimum term set forth herein, including weekend rentals, bed-and-breakfast accommodations, or other arrangements whereby the occupants of the residence are provided customary hotel services and/or temporary occupancy of the residence.
- 4. Owner Reporting Requirements. For all Leases executed upon or after the Effective Date of this Policy, within thirty (30) days following lease execution, the Owner of the residence shall report to the Association Board of Directors or its community management agent the following information regarding the Lease:
 - a. Name(s) of all tenant(s) including any minor children occupying the residence;
 - b. Emergency contact phone number for tenant(s);
 - c. Begin and end date of Lease;

In lieu of producing the above information, the Owner can also submit a copy of the

executed lease to the Association. For any multi-year Lease, the Owner shall notify the Association on an annual basis of any changes to the above information, unless the Owner voluntarily provides a copy of the Lease to the Association to be included in Owner's file (although nothing herein requires the Owner to provide a copy of the Lease).

All information obtained by the Association pursuant to this Policy will be added to the Owner's file and remain confidential, pursuant to record retention and production laws and/or the requirements of any dedicatory instrument, as applicable.

5. <u>Liability for Tenant Conduct & Fines</u>. The Owner is responsible for the conduct of all tenants leasing the residence, including adult-age residents not on the lease and any minor children. If the tenant(s) to any lease violates the restrictive covenants governing the Subdivision, including the Declaration, By-laws or any other dedicatory instruments, such violations will be prosecuted per established enforcement procedures and in accordance with all applicable State law.

Violation of this Policy by the Owner or any tenants will be considered an "uncurable" violation as that term is used in Chapter 209 of the Texas Property Code. Any initial violation of this Policy by the Owner or any tenants will incur a \$75.00 fine, which will be added to the Owner's account. Subsequent violations of this Policy by the Owner or any tenants will incur a \$150.00 fine per occurrence, to be added to the Owner's account. Notice and enforcement of fines will be administered in accordance with all applicable State law.

6. <u>Conflict with Dedicatory Instruments</u>. This Policy supersedes all other leasing policies, rules and/or regulations to the extent that they conflict with the Policy, and the Policy shall control.

CERTIFICATION

This is to certify that the foregoing Policy was duly adopted by a majority of the Board of Directors at a duly-called meeting of same with a quorum present held on the _25 day of	of of
Ron Kunka, President Lockeridge Farms Homeowners Association, Inc.	\w^
SIGNED AND SWORN TO BEFORE ME, on this 16 day of 545 e , 2017.	
Notary Public in and for the State of TEXAS	
JUAN GALVAN LAY COMMISSION EXPIRES	

January 23, 2018

AFTER RECORDING, PLEASE RETURN TO:

NORTH LAW, PC 1010 Lamar, Ste 1500 Houston, TX 77002

P61: <

FILED FOR RECORD

9:15:35 AM

Friday, July 7, 2017

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS

COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Friday, July 7, 2017

COUNTY CLERK HARRIS COUNTY, TEXAS